

## **EXHIBIT “A”**



## Notice of Service of Process

MC4 / ALL  
Transmittal Number: 25194659  
Date Processed: 07/11/2022

**Primary Contact:** Marc P. Clements  
Jarden Corporation  
3600 North Hyrdaulic Street  
Wichita, KS 67219-3812

---

|                                  |   |
|----------------------------------|---|
| <b>Entity:</b>                   | Sunbeam Products, Inc.<br>Entity ID Number 3672673  |
| <b>Entity Served:</b>            | Sunbeam Products Inc. d/b/a Jarden Consumer Solutions   |
| <b>Title of Action:</b>          | Liberty Insurance Corporation a/s/o Ali Kebreau vs. Sunbeam Products Inc.<br>d/b/a Jarden Consumer Solutions            |
| <b>Matter Name/ID:</b>           | Liberty Insurance Corporation a/s/o Ali Kebreau vs. Sunbeam Products Inc.<br>d/b/a Jarden Consumer Solutions (12544718) |
| <b>Document(s) Type:</b>         | Summons/Complaint   |
| <b>Nature of Action:</b>         | Product Liability   |
| <b>Court/Agency:</b>             | Nassau County Supreme Court, NY   |
| <b>Case/Reference No:</b>        | 608396/2022   |
| <b>Jurisdiction Served:</b>      | New York  |
| <b>Date Served on CSC:</b>       | 07/06/2022  |
| <b>Answer or Appearance Due:</b> | 20  |
| <b>Originally Served On:</b>     | CSC   |
| <b>How Served:</b>               | Personal Service  |
| <b>Sender Information:</b>       | Law Offices of Gilbert, McGinnis & Liferiedge<br>973-461-7356   |

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

---

LIBERTY INSURANCE CORPORATION a/s/o  
ALI KEBREAU AND HEATHER SCOTT,

Index No.: 608396/2022

Plaintiff,

-against-

**Plaintiff Designates County  
of Nassau as Place of Trial**

SUNBEAM PRODUCTS INC. d/b/a  
JARDEN CONSUMER SOLUTIONS,

**SUMMONS**

Defendant.

**The basis of Venue is the  
location of plaintiff's subrogor:  
65 Butler Place  
Hempstead, NY 11550-4649**

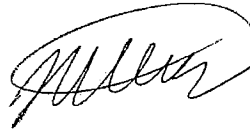
*C/O CSC*

---

Mineola, New York  
County of Nassau

TO THE DEFENDANT: Sunbeam Products Inc. d/b/a  
Jarden Consumer Solutions  
Attn: Corporation Service Company, Registered Agent  
1201 Hays Street  
Tallahassee, FL 32301-2525

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer or if the Complaint is not served with the Summons, to serve a notice of appearance on the undersigned within twenty (20) days after the service of this Summons exclusive of the day of service (or within thirty [30] days after service is complete if this Summons is not personally delivered to you within the State of New York); and if you fail to appear, judgment will be taken against you by default for the relief demanded herein.



Dated: June 28, 2022  
White Plains, New York

---

Mark S. Labe, Esq.  
LAW OFFICES OF GILBERT,  
MCGINNIS & LIFERIEDGE  
Attorneys for Plaintiff  
MAILING ADDRESS  
P.O. Box 6835  
Scranton, PA 18505-6840  
PHYSICAL ADDRESS  
ADL -Liberty Mutual Group  
455 Tarrytown Rd., No. 1183

White Plains, NY 10607  
(973) 461-7356

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

---

LIBERTY INSURANCE CORPORATION a/s/o  
ALI KEBREAU AND HEATHER SCOTT,

Index No.: 608396/2022

Plaintiff,

-against-

**COMPLAINT**

SUNBEAM PRODUCTS INC. d/b/a  
JARDEN CONSUMER SOLUTIONS,

Defendant.

---

Plaintiff, Liberty Insurance Corporation a/s/o Ali Kebreau and Heather Scott, by its attorneys, Law Offices of Gilbert, McGinnis & Liferiedge, as and for its Complaint, allege upon information and belief as follows:

1. At all times hereinafter mentioned, Plaintiff, Liberty Insurance Corporation (hereinafter "Plaintiff" or "Liberty") existing under the laws of the Commonwealth of Massachusetts, with a home office and principal place of business located at 175 Berkley Street, Boston, Suffolk County, Massachusetts 02116, was and is an insurance company authorized to transact the business of issuing homeowner's insurance policies in the state of New York.
2. At all times hereinafter mentioned, Plaintiff's Subrogor, Ali Kebreau and Heather Scott (hereinafter "insured" or "subrogor"), were and are still residents of the State of New York, with their principal place of residence located at 65 Butler Place, Hempstead, NY 11550-4649 (hereinafter "subject property")
3. At all times hereinafter mentioned, Liberty Insurance Corporation provided a homeowner's policy of insurance to Ali Kebreau and Heather Scott, under policy number H3722833217640, including on June 28, 2019, for the subject property.

4. At all times hereinafter mentioned, Defendant, Sunbeam Products Inc. d/b/a Jarden Consumer Solutions Community Fund, Inc. a/k/a Newell Brands Community Fund, Inc. (hereinafter “Sunbeam”), was and still is a Delaware corporation doing business in the State of New York, with its corporate headquarters located at 2381 Executive Center Drive, Boca Raton, FL 33431; and a registered agent of Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525.

#### **BACKGROUND FACTS RELEVANT TO ALL CAUSES OF ACTION**

5. At all times hereinafter mentioned, Defendant, Sunbeam, was the manufacturer of a Holmes branded fan that started a fire at the subject property on June 28, 2019.

6. On June 28, 2019, a fire originated and was caused by a Holmes brand fan manufactured by Sunbeam, in the subject property, when the fire was witnessed at the fan itself, while the fan was on and the blades were turning. The fire was confined to the motor and neck of the fan.

7. Plaintiff’s insured, Mr. Kebreau, attempted to extinguish the flames with water and a blanket, however he was unsuccessful, and then the Fire Department was called and extinguished the fire with hand-held fire extinguishers.

8. On June 28, 2019, the fire was limited to the fan and surrounding area within the subject property.

9. Plaintiff’s insured, Ali Kebreau and Heather Scott, sustained fire, smoke, soot and water property damages due to the defective Holmes brand fan manufactured by Defendant, Sunbeam.

10. Under the contract of insurance between plaintiff Liberty Insurance Corporation and its subrogor, Ali Kebreau and Heather Scott, Liberty Insurance Corporation paid the claims

submitted for damages to the real and personal property of the subrogors and for loss of use, as a result of this incident.

11. As a result of Liberty Insurance Corporation's payments to or on behalf of its subrogor, Ali Kebreau and Heather Scott, Liberty Insurance Corporation is subrogated to the extent of its payments, to the right of its subrogor, and against all individuals, entities and corporations responsible for the damages.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT  
(Negligence)**

12. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "11," inclusive, with the same force and effect as though more fully set forth herein at length.

13. The damages to the premises and property of Plaintiff's insured were caused by the negligence, carelessness and recklessness of defendant Sunbeam.

14. Defendant Sunbeam was negligent in that it failed to exercise due care, and in fact, negligently and carelessly manufactured and distributed a defective fan.

15. Defendant Sunbeam was negligent in that it failed to take the necessary and appropriate action to prevent the defect in the fan;

16. Defendant Sunbeam was negligent in that it failed to use due care under the circumstances and to take all reasonable and necessary precautions for the general consumer, and specifically, plaintiff's subrogor;

17. Defendant Sunbeam was negligent in that it failed to warn of the potential for fire;

18. Plaintiff reserves the right to allege additional instances of negligence as may be revealed during pretrial discovery.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT  
(Strict Liability)**

19. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "18", inclusive, with the same force and effect as though more fully set forth herein at length.

20. Prior to June 28, 2019, the defendant, Sunbeam, manufactured and distributed the Holmes brand fan which Plaintiff's subrogor purchased.

21. On June 28, 2019, the defective Holmes brand fan purchased by Plaintiff's subrogor caused a fire that damaged Plaintiff's subrogor's property.

22. Prior to June 28, 2019, the Defendant Sunbeam should have been aware of the defects in the fan that it manufactured and distributed.

23. On or prior to June 28, 2019, the Defendant, Sunbeam, had failed to warn consumers of the defect in the Holmes brand fan or the potential danger of fire.

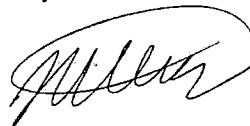
24. As a result of the negligence and carelessness of the Defendant, Sunbeam, Plaintiff has sustained damages in the sum of at least \$346,902.83, and Plaintiff's insured incurred a \$2,000.00 deductible.

WHEREFORE, on all counts Plaintiff demands judgment: against Defendant, Sunbeam, in the sum of at least \$348,902.83, with the precise amount to be determined at the trial of this action with interest thereon from June 28, 2019, altogether with the costs and disbursements of this action, including reasonable attorney's fees.

Dated: White Plains, New York  
June 27, 2022

Yours, etc.

LAW OFFICES OF GILBERT, MCGINNIS  
& LIFERIEDGE  
Attorneys for Plaintiff



By: \_\_\_\_\_



**FILED: NASSAU COUNTY CLERK 06/27/2022 04:10 PM**

INDEX NO. 608396/2022

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 06/27/2022

Mark S. Labe

MAILING ADDRESS

P.O. Box 6835

Scranton, PA 18505-6840

PHYSICAL ADDRESS

ADL -Liberty Mutual Group

455 Tarrytown Rd., No. 1183

White Plains, NY 10607

(973) 461-7356



# NYSCEF Confirmation Notice

## Nassau County Supreme Court



The NYSCEF website has received an electronic filing on 06/27/2022 04:10 PM. Please keep this notice as a confirmation of this filing.

**Index Number NOT assigned**  
**LIBERTY INSURANCE CORPORATION v. SUNBEAM PRODUCTS INC.**  
**Assigned Judge: None Recorded**

### Documents Received on 06/27/2022 04:10 PM

| Doc # | Document Type       |
|-------|---------------------|
| 1     | SUMMONS + COMPLAINT |

### Filing User

Mark Spencer Labe | mark.labe@libertymutual.com | 9734617356  
Adl-liberty Mutual Group 455 Tarrytown Road, No. 1183, White Plains, NY 10607

### E-mail Notifications

An email regarding this filing has been sent to the following on 06/27/2022 04:10 PM:

**MARK S. LABE - mark.labe@libertymutual.com**

### Email Notifications NOT Sent

| Role       | Party                 | Attorney              |
|------------|-----------------------|-----------------------|
| Respondent | SUNBEAM PRODUCTS INC. | No consent on record. |

\* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

---

**Maureen O'Connell, Nassau County Clerk - <http://www.nassaucountyny.gov/agencies/Clerk/index.html>**

Phone: 516-571-2660 Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

---

**NYSCEF Resource Center, [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)**

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)